BANKRUPTCY—JUDGMENT ENFORCING LIEN—JURISDICTION OF BANKRUPTCY COURT.—METCALF BROS. v. BARKER, TRUSTEE, 23 SUP. CT. REP. 67.—Action was commenced against a creditor nearly two years before the filing of his petition in bankruptcy. Final judgment was entered within four months before the date of filing. The Bankruptcy Act of 1898 provides that judgments obtained within such time are invalid and, consequently, an injunction was granted forbidding further proceedings on the judgment. *Held*, that judgment creditors, by commencing action more than four months before the date of filing, acquired an equitable lien on debtor's property which could not be invalidated by the provisions of the act.

The court in this case has followed the general rule that the filing of a judgment creditor's bill creates an equitable lien. *Storm v. Waddell*, 2 Sandf. Ch. 494; *Miller v. Sherry*, 2 Wall. 237. It was contended that such lien, being contingent upon the recovery of a judgment, must depend also upon the judgment's validity. But a judgment creditor's lien is considered equivalent to an equitable levy. *Freedmen's Sav. & T. Co. v. Earle*, 110 U. S. 710. The court further held that the District Court of the United States was without jurisdiction to issue an injunction in this case under the rule recently reiterated in *Louisville Trust Co. v. Cominger*, 184 U. S. 18, that Federal Courts may not interfere to affect the validity of the judgments of State tribunals.

BANKRUPTCY—LIABILITY ON LEASE.—IN RE HAYS, FOSTER & WARD CO., 117 FED. 879.—*Held*, where a tenant is adjudged a bankrupt, such adjudication terminates the existing relation of landlord and tenant, and the landlord is not entitled to prove, as against the bankrupt's estate a claim for rent accruing after the adjudication.

The most recent decisions are not in accord as to the rights of a landlord against his tenant in bankruptcy. *In re Mitchell*, 116 Fed. 87, holds that a landlord has a lien for rent growing due, basing the decision on a priority law of the State. A State statute may grant to a landlord such a lien in case of attachment, but it does not apply to a tenant in bankruptcy. *In re Jefferson*, 93 Fed. 948. The adjudication terminates all contractual relations. *In re Webb*, 29 Fed. Cas. 494. A claim for future rent is not a fixed liability. *Bankrupt Act, 1898*, Sec. 63. Only rent in arrear can be made the subject of distress. *Bray v. Cobb*, 100 Fed. 272.

CARRIERS—STREET RAILWAY TRANSFERS—MISTAKE OF AGENT.—LAWSHE v. TACOMA RY. CO., 70 PAC. 118 (WASH.).—A passenger received a transfer to a line other than the one he requested. On refusal of the conductor to accept it, he declined to pay further fare, and was ejected. *Held*, the company was liable.

The authorities are in conflict, many of them holding that the ticket is the sole criterion of the passenger's right of passage, and if he is ejected because of a defective ticket, his only remedy is an action for negligent mistake, or for breach of contract and not for expulsion. *Bradshaw v. Boston Ry. Co.*, 135 Mass. 407; *Western Ry. Co. v. Stocksdale*, 83 Md. 245; *Yorton v. Milwaukee Ry. Co.*, 54 Wis. 234; *Poulin v. Canadian Pac. Ry. Co.*, 6 U. S. App. 298. Other courts have held that the passenger so ejected may maintain an action for his ejection. *Muckle v. Rochester Ry. Co.*, 79 Hun 32; *O'Rourke v. Railway Co.*, 103 Tenn. 124. In *Krueger v. R. R. Co.*,